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Attorneys for Plaintiff  
INGRID APRIL

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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INGRID APRIL,

23-CV-\_\_\_\_\_

Plaintiff,

**COMPLAINT FOR DAMAGES  
FOR BREACH OF CONTRACT**

-against-

NATIONAL UNION FIRE INSURANCE  
COMPANY OF PITTSBURGH, PA,

Defendant.

**DEMAND FOR JURY TRIAL**

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Plaintiff Ingrid April (“Plaintiff”) alleges as follows against Defendant National Union Fire Insurance Company of Pittsburgh, PA (hereinafter “National Union”).

**PRELIMINARY ALLEGATIONS**

1. Jurisdiction is based on diversity of citizenship pursuant to 28 U.S.C. § 1332. The amount in controversy, exclusive of interest and costs, exceeds the sum of \$75,000.00.
2. Venue is proper in this Court based upon 28 U.S.C. § 1391(a).
3. Plaintiff is informed and believes that Defendant National Union is organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of

business in New York, New York. At all times relevant to the matters set forth herein National Union was authorized to transact the business of insurance in the State of New York.

4. Defendant National Union issued Blanket Accident Insurance Policy, Policy Number: GTP9138837A (“the Policy”) to The World Bank Group to provide accidental death coverage to its eligible employees.

5. Plaintiff, Ingrid April, beneficiary, is a resident and citizen of the town of Ellijay, Georgia.

**CLAIM FOR RELIEF AGAINST DEFENDANT NATIONAL UNION FIRE  
INSURANCE COMPANY OF PITTSBURGH, PA FOR BREACH OF CONTRACT**

6. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

7. Leah April, as an employee of The World Bank Group was insured under the Policy.

8. Plaintiff Ingrid April is the beneficiary of the coverage on the life of her sister Leah April. The accidental death benefits at issue in this action equal approximately \$588,000.00.

9. At all times relevant, premiums due to maintain the subject coverage in full force and effect have been paid. Plaintiff and Leah April performed all obligations under the coverage on their part to be performed. The Policy was in full force and effect on the date of Leah April’s death.

10. On February 27, 2022, Leah April died in a diving accident at sea in the Male Republic of Maldives. Leah April’s cause of death was confirmed by an autopsy performed on March 18, 2022 by Nemanja Rodic, M.D. PhD., Board Certified Pathologist. Dr. Rodic determined, after completing an autopsy, that Leah April died of “asphyxiation due to obstruction of the tracheobronchial tree by gastric contents.” Dr. Rodic determined that Leah April died from bodily injury caused by an accident directly and independently of all other causes. A second opinion as to the cause of Leah April’s death was obtained from Brent T.

Harris, MD, PhD, Neuropathology Consultant who determined that Leah April died of “diffuse, acute hypoxia ischemia.” Dr. Harris determined that Leah April died from bodily injury caused by an accident directly and independently of all other causes.

11. On June 10, 2022, Plaintiff submitted a claim to National Union for benefits payable to her pursuant to the coverage in force and was assigned Claim No. 061-158524. On October 13, 2022, National Union denied the claim. National Union acknowledged that a “definitive pathologic cause of death cannot be ascertained” but, nonetheless, determined that Leah April’s cause of death was “natural.” Despite Plaintiff providing the results of an independent autopsy, National Union stated that “there is insufficient evidence to support that your sister’s death was due to bodily injury from an unintended, unanticipated accident directly and independent of sickness or disease.”

12. As a direct and proximate result of National Union’s improper determination regarding the benefits at issue, Plaintiff has been deprived of the right to obtain benefits under the terms of the Policy.

13. National Union’s conduct and wrongful denial constitutes a breach of the Policy. As a direct and proximate result of National Union’s breach of the coverage provided under the Policy, Plaintiff has suffered contractual damages under the terms and conditions of the Policy, plus interest and other incidental damages and out-of-pocket expenses, all in the sum to be determined according to proof at the time of trial.

### **REQUEST FOR RELIEF**

WHEREFORE, Plaintiff Ingrid April prays for judgment against Defendant National Union as follows:

1. Damages for failure to provide full benefits under the Policy, in an amount to be determined at the time of trial but in excess of \$588,000.00 plus interest accrued at the rate of 10% annually from the date of Leah April’s death;
2. Attorney fees reasonably incurred in a sum to be determined at the time of trial;
3. Costs of suit incurred herein; and

4. Such other and further relief as the Court deems just and proper.

DATED: September 27, 2023

By: /s/ Eugene Killian, Jr.  
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Attorneys for Plaintiff  
Ingrid April

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury.

DATED: September 27, 2023

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